



APPENDIX B

STATEMENT OF WORK

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APPENDIX B

STATEMENT OF WORK

1.0 SCOPE OF WORK

- 1.1 This Statement of Work outlines the services (hereafter “Services”) as defined below in Paragraph 3.0 (Specific Tasks) required to operate the Supportive Services Program (SSP) and provide Services to eligible Clients as defined in Appendix A (Sample Contract) Exhibit J – Definitions as mandated by the Older Americans Act (OAA), Title III, Part B, Section 321, as well as all applicable OAA requirements; and standards established by the CDA and Los Angeles County Community and Senior Services (CSS) Program Memoranda/Directives. Contractor is obligated to provide Services, as described herein. County has established a fixed rate for each unit of Service provided by Contractor.
- 1.2 SSP Services as defined in the Older Americans Act (OAA), Title III, Part B, Section 321 include a variety of services to address functional limitations, maintain health and independence, and promote access to services.
- 1.3 SSP Services are to be comprehensive, cost-effective, coordinated with other community-based services, and culturally relevant to Clients. Services shall support the health and dignity of the Client.

2.0 ELIGIBILITY CRITERIA

- 2.1 The U.S. Department of Health and Human Services Administration on Aging (AoA) determines the criteria for SSP eligibility, and is based on the current guidelines of the Older Americans Act of 1965, as reauthorized in October 2006. The base criteria may be enhanced based on California State regulations and Los Angeles County (County) policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide SSP Services to eligible individuals.
- 2.2 Under the guidelines of the SSP, a person is eligible to be a Client if he/she is an Older Individual (see Appendix A (Sample Contract) Exhibit J – Definitions), defined as an Individual who is 60 years of age or older in Title I Section 102(a)(40) of the OAA .
 - 2.2.1 The Older Individual must also reside in Los Angeles County, excluding the City of Los Angeles.
 - 2.2.2 Clients who are frail as defined below, homebound by reason of illness or incapacitating disability, or otherwise isolated, shall be given priority in the delivery of Services ,as cited in the Code of Federal Regulations, Title 45, Subpart D § 1321.69.

2.2.2.1 “Frail” (see Appendix A (Sample Contract) Exhibit J – Definitions) Older Individuals, as defined in OAA, Title I, Section 102(22), refers to an Older Individual who is determined to be functionally impaired because the Older Individual is either:

2.2.2.1.1 Unable to perform at least two Activities of Daily Living (ADL) as stated in California Health and Safety Code 1569.2 (h) (also see Appendix A (Sample Contract) Exhibit J – Definitions), including dressing, feeding, toileting, bathing, grooming, and, mobility, and associated tasks, without substantial human assistance, including verbal reminding, physical cueing or supervision; or at the option of the State, is unable to perform at least three (3) such activities without such assistance; or

2.2.2.1.2 Due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

3.0 SPECIFIC TASKS

3.1 The following guidelines listed below establish the standards for the provision of Services that are required by the SSP, including units of measurement and rates of reimbursement per activity type.

3.2 The SSP is comprised of six Services: Case Management, Homemaker, Personal Care, Respite Care, Alzheimer’s Day Care Services, and Registry as outlined below:

3.2.1 CASE MANAGEMENT

Assistance in the form of access coordination in circumstances where the Client is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service Providers (see Appendix A (Sample Contract) Exhibit J – Definitions) or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services

among Providers, and providing follow-up and reassessment, as required. Case Management Services provide for the following:

- 3.2.1.1 Intake to include a consultation with potential Client, using the County's Universal Intake Form (see Appendix A (Sample Contract) Exhibit J – Definitions), to help determine eligibility and identify Services.
 - 3.2.1.1.1 Universal Intake Form shall be completed and entered into the Management Information System (MIS). (see Appendix A (Sample Contract) Exhibit J – Definitions) within fourteen (14) days of Contractor's initial contact with Client and prior to the Service delivery.
 - 3.2.1.1.2 Client shall begin receiving Services within fourteen (14) days of completing the initial Intake process.
- 3.2.1.2 Comprehensive Assessment (see Appendix A (Sample Contract) Exhibit J – Definitions) to gather information on Client's physical, psychological, and social needs. Assessment shall include functional and other limitations that impede routine duties, responsibilities, and productivity.
 - 3.2.1.2.1 Assessments shall be completed and entered into the MIS system on 100% of Clients that receive Services within fourteen (14) days of initial contact.
- 3.2.1.3 A formal, written Care Plan (see Appendix A (Sample Contract) Exhibit J – Definitions), developed by the Case Manager (see Appendix A (Sample Contract) Exhibit J – Definitions) and Client to include measurable outcomes.
 - 3.2.1.3.1 Care Plan shall address Client needs and incorporate formal and informal resources and services identified in the assessment.
- 3.2.1.4 Authorization and Coordination of Services (see Appendix A (Sample Contract) Exhibit J – Definitions) provided to Client through Contractor's referral to service agencies and other local resources at no cost.

- 3.2.1.5 Follow-Up with 100% of ongoing Clients via telephone each month Services are provided to ensure the effectiveness of the Services and to modify those Services as needed.
- 3.2.1.6 Face-to-face Reassessment (see Appendix A (Sample Contract) Exhibit J – Definitions) every six (6) months with 100% of ongoing Clients receiving registered services. Reassessment shall also be completed in the MIS. (see 3.2.1.7.1 below).
- 3.2.1.7 Case Management Services shall be provided by a Case Manager who is trained and experienced in the skills that are required to coordinate and monitor the provision of formal Client-related Services in circumstances where Clients are experiencing diminished capacities due to mental or physical impairment, or temporary severe stress and/or depression.
 - 3.2.1.7.1 In providing Case Management, Contractor shall utilize the County's Universal Intake Form, and input the information into the MIS (see Paragraph 8.0 Reports, Documentation, and Direct Data Entry, and also Appendix A (Sample Contract) Exhibit J – Definitions). A new form shall be used for each Client at each Reassessment.
- 3.2.1.8 Unit of Measurement: one (1) hour
- 3.2.1.9 Maximum Rate of Reimbursement: \$45.00/hour for all components of Case Management which shall be billed as one Service.
 - 3.2.1.9.1 Hours shall be tracked by the actual time Services were provided, and not rounded to the next whole hour.
 - 3.2.1.9.2 To determine the decimal value for a portion of an hour, the actual minutes of Service shall be divided by sixty minutes. As an example, 30 minutes would be reflected in the MIS as .5 units. (30/60=.5)

3.2.2 **HOMEMAKER**

The provision of assistance to a Client via meal preparation, medication management, using the phone, shopping for personal and household items, managing money, and/or light housework by an employee or subcontractor, if applicable, of Provider (see Appendix A (Sample Contract) Exhibit J – Definitions) contracted to deliver SSP Services, who has the appropriate and necessary skills to provide Homemaker Services. This Service is for the purpose of household support and applies to the performance of household tasks rather than to care for the Client.

3.2.2.1 Unit of Measurement: one hour

3.2.2.2 Maximum Rate of Reimbursement: \$16.00/hour

3.2.2.2.1 Hours shall be tracked by the actual time Services were provided, and not rounded to the next whole hour.

3.2.2.2.2 To determine the decimal value for a portion of an hour, the actual minutes of Service shall be divided by 60 minutes. As an example, 30 minutes would be reflected in the MIS as .5 units. (30/60=.5)

3.2.3 **PERSONAL CARE**

Hands on assistance to a Client with physical needs to include stand-by assistance, supervision, or cues for a Client, as with eating, bathing, toileting, transferring in or out of a bed or chair, walking, dressing, or grooming by an employee or subcontractor, if applicable, of Provider contracted to deliver SSP Services, who has the appropriate and necessary skills to provide Personal Care.

3.2.3.1 Unit of Measurement: one hour

3.2.3.2 Maximum Rate of Reimbursement: \$18.00/hour

3.2.3.2.1 Hours shall be tracked by the actual time Services were provided, and not rounded to the next whole hour.

3.2.3.2.2 To determine the decimal value for a portion of an hour, the actual minutes of Service shall be divided by 60 minutes. As

an example, 30 minutes would be reflected in the MIS as .5 units. (30/60=.5)

3.2.4 **RESPITE CARE**

Arrangement for relief assistance Services to the relatives or other caregivers of a frail elderly Client living at home by the coordination or direct provision of Supportive Services to a Client while the primary caregiver is temporarily absent.

3.2.4.1 Respite Care includes Adult Day Care as a respite service for families.

3.2.4.2 A Caregiver (also see Appendix A (Sample Contract) Exhibit J – Definitions) is defined in Title I, Section 102(18)(B) of the OAA as an individual who has the responsibility for the care of an Older Individual (see Appendix A (Sample Contract) Exhibit J – Definitions), either voluntarily, by contract, by receipt of payment for care, or as a result of the operation of law and means a family member or other individual who provides (on behalf of such individual or of a public or private agency, organization, or institution) compensated or uncompensated care to an Older Individual.

3.2.4.3 Contractor shall evaluate a Client's needs and coordinate Services to be provided by Contractor's designated personnel and/or sub-contractor(s) (provided Contractor has been authorized by County to sub-contract as referenced in Contract Paragraph 8.40 – Subcontracting). (See Appendix A (Sample Contract) Exhibit J – Definitions). Contractor shall conduct background checks with fingerprinting and ensure that all Respite Care workers are appropriately trained, and experienced, certified, and/or licensed as determined by the needs of the Client.

3.2.4.4 In providing Respite Services, Contractor shall utilize the County's Universal Intake Form (see Appendix A (Sample Contract) Exhibit J – Definitions), and input the information into the MIS (see Paragraph 8.0 Reports, Documentation, and Direct Data Entry). A new form shall be used for each Client each year a Client participates in the Program.

3.2.4.5 Unit of Measurement: one hour

3.2.4.6 Maximum Rate of Reimbursement: \$16.00/hour

3.2.4.6.1 Hours shall be tracked by actual time Services were provided, and not rounded to the next whole hour.

3.2.4.6.2 To determine the decimal value for a portion of an hour, the actual minutes of Service shall be divided by 60 minutes. As an example, 30 minutes would be reflected in the MIS as .5 units. (30/60=.5)

3.2.5 **ALZHEIMER'S DAY CARE SERVICES**

Days (see Appendix A (Sample Contract) Exhibit J – Definitions) of attendance at a licensed Adult Day Care or Adult Day Health Care Center (see Appendix A (Sample Contract) Exhibit J – Definitions) that provides Alzheimer's or dementia services for Clients who are exhibiting signs of cognitive impairment (e.g. forgetfulness, confusion, disorientation) (see Appendix A (Sample Contract) Exhibit J – Definitions).

3.2.5.1 Contractor shall ensure that the program Services meet the special care needs of the Client eligible for this Service category, and are provided by employees or subcontractors, if applicable, of the licensed Adult Day Care or Adult Day Health Care Center having the appropriate and necessary skills to perform this Service, including, but not limited to:

3.2.5.1.1 A written individual care plan by the Case Manager conducting assessment.

3.2.5.1.2 Dementia-appropriate planned activities related to social, cognitive, and physical functioning.

3.2.5.1.3 Staff observation of Clients for daily signs of illness, changes in behavior, or other conditions.

3.2.5.1.4 Personal assistance and care for Clients as it relates to grooming, food spills on clothing, disarray of clothing, minor injuries, nail care, or other personal maintenance, when appropriate.

- 3.2.5.1.5 Toileting assistance to Clients who do not initiate their own toilet breaks.
- 3.2.5.1.6 Providing or arranging for a nutritious meal for Clients.
- 3.2.5.1.7 Transportation of Clients via transportation programs if an agreement is entered into with transportation agencies.
- 3.2.5.1.8 Medication management (see Appendix A (Sample Contract) Exhibit J – Definitions) if Contractor decides to take on this task. The decision on whether to manage medication shall be made before the Program admits Clients. If Contractor elects to provide this Service, a Nurse, licensed by the state of California, or a paraprofessional supervised by a licensed nurse or comparable health care provider (See Sub-paragraph 5.5, Nurse), shall manage and monitor the correct medication dosages, and record all such assistance rendered in compliance with all applicable federal and State requirements.
- 3.2.5.1.9 Unit of Measurement: one day of attendance = a minimum of four (4) hours.
- 3.2.5.1.10 Maximum Rate of Reimbursement: \$76.00/Day

3.2.6 **REGISTRY**

Recruit, screen, and maintain a listing of dependable, qualified self-employed homemakers or Registry workers who may be matched with Clients willing to utilize personal resources to hire and pay a self-employed homemaker or Registry worker for assistance with the Client's needs. Both the Client and potential self-employed homemaker or Registry worker shall be advised about appropriate compensation and workplace performance expectations upon hire by the Client. Contractor shall maintain documentation signed by the Client to include the date of the recruitment/match. Contractor shall provide follow-up with both parties via a telephone call on a quarterly basis to ensure the match is functioning effectively.

- 3.2.6.1 Contractor shall conduct background checks with fingerprinting, and shall also ensure that all Registry workers are appropriately trained, experienced, certified, and/or licensed as determined by the needs of the Client.
- 3.2.6.2 Unit of Measurement: one (1) hour = (1) occurrence to prepare and deliver this Service (recruiting, matching, screening and maintaining a listing) by a Contractor to a Client. Registry maintenance time shall be billed regardless of the outcome (e.g., whether the match is successful or not) as long as it is tied to a specific Client.
- 3.2.6.3 Maximum Rate of Reimbursement: \$32.00/hour
 - 3.2.6.3.1 Hours shall be tracked by actual time Services were provided, and not rounded to the next whole hour.
 - 3.2.6.3.2 To determine the decimal value for a portion of an hour, the actual minutes of Service shall be divided by 60 minutes. As an example, 30 minutes would be reflected in the MIS as .5 units. (30/60=.5)

4.0 ADDITIONAL REQUIREMENTS

- 4.1 In addition to the specific tasks necessary to provide Services to Clients, Contractor must also adhere to minimum requirements to ensure that Contractor maintains the level of care, performance, staffing, reporting and any compliance requirements, including privacy and confidentiality, with County, State, and Federal guidelines that govern the Program.
 - 4.1.1 In addition to the foregoing, Contractor must have written procedures to protect the confidentiality and privacy of Client information collected for Program purposes in accordance with Title 22 CCR 7500(b).

5.0 CONTRACTOR PERSONNEL

- 5.1 GENERAL REQUIREMENTS: Contractor shall have a sufficient number of qualified staff to deliver the Service(s) adequately with the appropriate education, experience, and qualifications to carry out the requirements of the SSP:

The total number of staff shall be based on the method and level of Services provided, and the size of the service area served by Contractor.

5.1.1 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements established by County necessary for Contractor to provide Services herein. Such personnel shall meet all qualifications in this Contract, as well as any provided by County through Contract Amendments, Administrative Directives, or Program Policy Memorandums.

5.1.2 Contractor shall ensure that Contractor staff is available to all Clients, potential Clients, and referral sources, as well as to County, on a minimum five-day-a-week (Monday through Friday) basis (not including County recognized holidays). Contractor's office shall be open a minimum eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. Contractor shall also ensure that live telephone contact with Contractor's staff is available to Clients, potential Clients, referral sources, as well as to County, during Contractor's hours of operation. Contractor shall also ensure that each Contractor site has a telephone answering machine or voice mail in place during off-business hours. Contractor's staff shall check and respond to all messages in a timely manner.

5.1.3 Contractor shall always have an employee with the authority to act on behalf of Contractor available during work hours.

5.2 PROJECT DIRECTOR – Contractor staff must include a Project Director.

5.2.1 Responsibilities: The Project Director will plan, organize and direct all administrative and Program activities related to the Program. The Project Director will define lines of authority and will develop the roles and parameters of responsibility for Program staff consistent with established County requirements. The Project Director shall have full authority to act on behalf of the Contractor on all contract matters relating to the daily operations of this Contract. The Project Director, or their designee, shall be available to County during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday to oversee all the daily activities. In addition, the Project Director shall serve as the coordinator/liaison for all Area Agency on Aging (AAA) (see Appendix A (Sample Contract) Exhibit J – Definitions) – funded services, ensuring that any overall communications relevant to AAA services are conveyed to the appropriate personnel. The Project Director must be capable of, and able to take on, the responsibilities of the Project Supervisor, (if applicable), and/or Case Manager in their absence, should the need present itself.

5.2.2 Minimum Education, Experience and Qualifications:

- 5.2.2.1 Bachelor's degree from an accredited college or university in the Social or Behavioral Sciences or a related field.
- 5.2.2.2 A minimum of two (2) years administrative experience in the fields of health or social services, including case management.
- 5.2.2.3 The individual must possess and have demonstrated experience in the following:
 - 5.2.2.3.1 Ability to speak/read/understand English fluently;
 - 5.2.2.3.2 Ability and experience to provide guidance on decisions requiring judgment, assistance with problem situations, and approval of care plans and discharge;
 - 5.2.2.3.3 Ability and experience in explaining goals, policies, and procedures and assisting staff in adjusting to changes that occur;
 - 5.2.2.3.4 Ability and experience encouraging the development of professional growth and upgrading of skills through access to training and current literature;
 - 5.2.2.3.5 Ability and experience evaluating the performance of the Project Supervisor, (if applicable), and Case Manager (or as to only the Case Manager where there is no Project Supervisor) based on established criteria;
 - 5.2.2.3.6 Ability and expertise in the provision of SSP Client Services;
 - 5.2.2.3.7 Ability and experience in supporting the needs of Clients with Alzheimer's disease and related-dementia (see Appendix A (Sample Contract) Exhibit J – Definitions) (if Alzheimer's Day Care Services are being provided).

5.3 PROJECT SUPERVISOR – The position of Project Supervisor is optional.

- 5.3.1 Responsibilities: Under the direction of the Project Director, the Project Supervisor is responsible for planning, coordinating, organizing, and developing the principles and techniques related to the SSP. The position's primary responsibilities include: (a) ongoing supervision of SSP Services staff, including ensuring that all SSP Services are delivered appropriately and within the established time frames; (b) review and approval of all Client care plans; and (c) monitoring of Client outcomes. The Project Supervisor shall review ongoing cases with Case Managers at least quarterly to determine the need for ongoing SSP Services.

The Project Supervisor should be capable of assuming the responsibilities of the Case Manager(s) in their absence, should the need present itself.

The Project Supervisor, or their designee, shall be available to Clients, potential Clients, referral sources, as well as the County, during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County recognized holidays, to oversee all the daily activities. If Contractor chooses not to have a Project Supervisor, the Project Director shall perform all the duties listed above.

5.3.2 Minimum Education, Experience and Qualifications:

- 5.3.2.1 Bachelor's degree from an accredited college or university in the Social or Behavioral Sciences or a related field.
- 5.3.2.2 A minimum two (2) years of experience in social service case management or a related field; persons with a Master's degree from an accredited college or university in the Social or Behavioral Sciences or a related field may substitute their degree for one (1) year of experience required.
- 5.3.2.3 The individual must demonstrate the following:
- 5.3.2.3.1 Ability to speak/read/understand English fluently;
- 5.3.2.3.2 Ability and experience providing guidance on decisions requiring judgment, assistance with problem situations, and approval of care plans and discharge;

- 5.3.2.3.3. Ability and experience explaining goals, policies, and procedures and assisting staff in adjusting to changes that occur;
- 5.3.2.3.4 Ability and experience encouraging the development of professional growth and upgrading of skills through access to training and current literature;
- 5.3.2.3.5 Ability and experience evaluating the performance of Case Manager(s) based on established criteria;
- 5.3.2.3.6 Expertise in the provision of SSP Client Services;
- 5.3.2.3.7 Ability and experience in supporting the needs of Clients with Alzheimer's disease and related dementia (see Appendix A (Sample Contract) Exhibit J – Definitions) (if Alzheimer's Day Care Services are being provided).

5.4 CASE MANAGER – Contractor staff must include a Case Manager.

5.4.1 Responsibilities: Under the supervision of the Project Supervisor (if applicable), or Project Director, a Case Manager shall evaluate potential Clients to assess their needs by identifying the functional and/or other limitations that impede routine duties, responsibilities, and productivity; developing care plans, and coordinating the provision of available Services based on needs. In addition, a Case Manager must ensure that the County's Universal Intake Form (see Appendix A (Sample Contract) Exhibit J – Definitions), is completed for each Client who receives Services. A Case Manager shall determine if follow-up and reassessment may be required, as needed. Case Managers shall be assigned to no more than ten (10) Clients at a time.

5.4.2 Minimum Education, Experience and Qualifications:

- 5.4.2.1 Bachelor's degree from an accredited college or university in the Social or Behavioral Sciences or a related field.
- 5.4.2.2 A minimum of two (2) years full-time paid or volunteer experience in social services or a related social services field; may substitute one (1) year of education

in the Social or Behavioral Sciences, or a related field, beyond a Bachelor's degree for each year of experience required.

5.4.2.3 The individual must demonstrate the following:

5.4.2.3.1 Ability to speak/read/understand English fluently;

5.4.2.3.2 Ability and experience communicating effectively with Clients, family members, Contractors, and co-workers;

5.4.2.3.3 Ability and experience treating Clients, family members, Contractors, and co-workers with respect and dignity.

5.4.2.3.4 Knowledge of human behavior and the aging process;

5.4.2.3.5 Knowledge of community resources and available funding sources;

5.4.2.3.6 Knowledge of the quality of Services recommended;

5.4.2.3.7 Knowledge of social and health intervention techniques; and

5.4.2.3.8 Ability and experience in supporting the needs of SSP Clients with Alzheimer's disease and related dementia (see Appendix A (Sample Contract) Exhibit J – Definitions). (If Alzheimer's Day Care Services are being provided.)

5.5 NURSE - Contractor staff must include a Nurse if Contractor coordinates with an Adult Day Care (see Appendix A (Sample Contract) Exhibit J – Definitions) or Adult Day Health Care Center (see Appendix A (Sample Contract) Exhibit J – Definitions) to provide medication management for Clients receiving Alzheimer's Day Care Services (see Appendix A (Sample Contract) Exhibit J – Definitions).

5.5.1 Responsibilities: Shall provide medication management as needed for those Clients receiving Alzheimer's Day Care Services. Contractor may choose to have the Nurse provide in-service training for Contractor staff concerning Alzheimer's disease and dementia

related disorders with neurological and organic brain dysfunctions; health, and medical information.

5.5.2 Minimum Education, Experience and Qualifications:

- 5.5.2.1 Bachelor of Science in Nursing, and/or Associate Degree in Nursing, with completion of a state of California approved training program, and licensed to work in California in one of the following capacities: Licensed Vocational Nurse (LVN); Licensed Practical Nurse (LPN); Registered Nurse (RN); Public Health Nurse (PHN); Community Health Nurse (CHN); or Physician's Assistant (PA).
- 5.5.2.2 Nurse shall be shall be on staff, on call, or available for immediate consultation.
- 5.5.2.3 Medication Management may also be provided by a healthcare paraprofessional, supervised by a licensed healthcare professional, (see Sub-paragraph 5.5.2.1). A healthcare paraprofessional may include, but is not limited to, one of the following: Home Health Aide; Certified Nursing Assistant; Nursing Aide.
- 5.5.2.4 The individual must demonstrate the following:
 - 5.5.2.4.1 Ability to speak/read/understand English fluently;
 - 5.5.2.4.2 Ability and experience communicating effectively with Clients receiving Alzheimer's Day Care Services and their family members, Contractors, and co-workers;
 - 5.5.2.4.3 Ability and experience treating Clients receiving Alzheimer's Day Care Services and their family members, Contractors, and co-workers with respect and dignity;
 - 5.5.2.4.4 Knowledge of human behavior and the aging process;
 - 5.5.2.4.5 Knowledge of community resources and available funding sources;

- 5.5.2.4.6 Knowledge of the quality of Services recommended; and
- 5.5.2.4.7 Knowledge of social and health intervention techniques.

5.6 MULTILINGUAL CAPABILITIES OF CONTRACTOR'S STAFF

- 5.6.1 Contractor must provide Services in the primary/native language of Clients with limited or no English speaking capabilities. Contractor shall make efforts to employ employees and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Client to provide his/her own interpreter.
- 5.6.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served by Contractor. In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.

5.7 USE OF VOLUNTEER SERVICES

Volunteers may be recruited, trained and used by Contractor to expand the provision of SSP Services. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them prior to beginning those responsibilities. Volunteers shall be solely the responsibility of the Contractor, and shall report to the Project Supervisor or Project Director (if applicable), or another employee of Contractor as designated by the Project Supervisor or Project Director (if applicable). If possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in a community service setting.

6.0 FISCAL

6.1 Matching Share

- 6.1.1 Contractor shall provide at least a 15% match (contribution) of its Maximum Annual Contract Sum/Expenditures as funded by County in accordance with the provisions of Exhibit B - Budget. The matching

share may be cash or an in-kind contribution, as further explained below, or a combination thereof, and shall be reported in MIS on a monthly basis.

6.1.1.1 In-kind contributions are property or services provided by Contractor that benefit a contract-supported project or program and are contributed by non-federal entities without charge to Contractor.

6.1.1.2 The criteria for establishing the value on non-cash items shall be Fair Market Value, and in the case of Volunteer services, shall be Fair Market Value of services. However, in-kind contributions performed via Volunteer services shall not exceed 50% of the required 15% Contractor match.

6.2 Contractor Indirect Costs

6.2.1 The maximum amount payable under this Contract for Indirect Costs, as defined below, is 8% of the Contractor's Maximum Annual Contract Sum. Indirect Costs exceeding the 8% maximum shall not be charged to this Contract; however, such costs in excess of the 8% Indirect Costs maximum may be budgeted as an in-kind match contribution and used to meet the minimum requirements specified in Sub-paragraph 6.1, above.

6.2.2 Indirect Costs: Costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of Indirect Costs include, but are not limited to, salaries, employee benefits, supplies and other costs related to general administration of the organization and salaries and expenses of executive officers, personnel administration and accounting.

6.2.3 If Contractor requests payment for Indirect Costs, Contractor shall retain on file an approved Indirect Cost Rate of a Cost Allocation Plan, as defined in 6.3 below, documenting the methodology used to determine Indirect Costs. Such records shall be maintained in accordance with record retention policies outlined in Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).

6.3 Cost Allocation Plan for Cost Reimbursement Activities

6.3.1 Contractor shall submit an annual organization-wide Cost Allocation Plan pursuant to the requirements outlined herein. The Cost Allocation Plan shall be prepared in accordance with County instructions and applicable OMB Circulars, as well as any other

applicable federal, State or County laws or regulations, and, at a minimum shall include the following:

- 6.3.1.1 Contractor general accounting policies, including:
 - 6.3.1.1.1 Basis of accounting
 - 6.3.1.1.2 Fiscal year
 - 6.3.1.1.3 Method for allocating Indirect Costs (e.g., simplified, direct, multiple, negotiated rate, etc.)
- 6.3.1.2 Contractor's Authorized Representative (as defined in Appendix A (Sample Contract) Exhibit J – Definitions) shall sign the Cost Allocation Plan, certifying the accuracy of the Plan.
- 6.3.1.3 Indirect Cost rate allocation base:
 - 6.3.1.3.1 Contractor's Direct and Indirect Costs (by category) and describing the cost allocation methodology for each category.
 - 6.3.1.3.2 Contractor's Cost Allocation Plan shall support the distribution of any joint costs with other funding sources related to the tasks and activities of this Contract. All costs included in the Cost Allocation Plan will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Contractor acknowledges that budget allocations are not adequate documentation.
- 6.3.1.4 Contractor shall submit a Cost Allocation Plan to County's Contract Manager, identified by Fiscal Year, as follows:
 - 6.3.1.4.1 Contractor shall submit the Cost Allocation Plan within sixty (60) days of execution of this Contract. County has developed a sample Cost Allocation Plan; Contractor may request a copy thereof upon providing a written request to County's Contract Manager.

6.3.1.4.2 Annually, Contractor shall also submit a new Cost Allocation Plan to County's Contract Manager for review and approval within sixty (60) days of the start of each Fiscal Year.

6.3.1.5 The Cost Allocation Plan shall be subject to review and approval by County.

6.3.1.6 County will test Contractor's Cost Allocation Plan during the normal course of monitoring to ensure Contractor's compliance with this Contract and OMB Circular requirements (OMB Circular A-87). Contractor's failure to comply may result in suspension of payment(s), suspension of the Contract, termination of the Contract or other remedies as determined by County under this Contract or at law.

6.3.1.7 Pursuant to record retention policies outlined in Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs associated with all Work under this Contract.

6.4 Closeout Reports

6.4.1 Within 30 days of the end of each Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner designated by County. The Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year.

6.4.2 If this Contract is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

6.5 Program Income Statement Report

6.5.1 Program Income (see Appendix A (Sample Contract) Exhibit J – Definitions) includes, but is not limited to:

6.5.1.1 Voluntary contributions received from Client or responsible party as a result of receiving Services.

- 6.5.1.2 Income from usage or rental fees of real or personal property acquired with Contract Funds;
 - 6.5.1.3 Royalties received on patents and copyrights from Work activities under this Contract; proceeds from the sale of items fabricated under terms of this Contract; and
 - 6.5.1.4 Fees earned from the provision of Services performed under this Contract.
- 6.5.2 Contractor shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor's organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), Title 29 CFR Part 95, or Title 29 CFR Part 97).
- 6.5.2.1 The use of Program Income requires prior written approval from County's Contract Manager.
 - 6.5.2.2 Contractor shall prepare an annual Program Income Statement Report ("Report") on Contract revenues versus expenditures, to identify the amount of Program Income. The Report shall be amended by Contractor if adjustments are required due to any new information received after the filing of the Report.
 - 6.5.2.3 The Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.

6.6 Plan for Disposition of Program Income

- 6.6.1 If Contractor's Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income ("Plan"). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report, as specified in 6.5, is due.
- 6.6.1.1 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor as soon as possible if the Program Income Statement Report is amended.
Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).

6.6.2 Final Report on Disposition of Program Income.

6.6.2.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income ("Final Report") to County in the form and manner designated by County.

6.6.2.2 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

6.6.3 Cash Reserve

6.6.3.1 Contractor must maintain a Cash Reserve equal to the amount it would cost to operate the Program for one (1) month. Grant funds may not be included in the Cash Reserve.

6.6.4 Method of Compensation Adjustment

6.6.4.1 County, at its sole discretion, has the option of altering the method of payment from full reimbursement for Units of Service completed to an amount equal to one-twelfth (1/12) of the Maximum Annual Contract Sum amount per month, if Contractor is providing Services to more Clients than anticipated at the time Services are first provided under the provisions of this Contract and it appears Contract Funds will be completely depleted prior to the full term of this Contract.

6.6.4.2 County will provide Contractor with at least two (2) weeks advance written notice of its decision to alter the method of payment.

6.6.4.3 In no event shall County's decision to alter or not alter the method of payment affect the Term, Maximum Annual Contract Sum, Work, or any other provision under the Contract unless pursuant to a validly executed Amendment to the Contract noting any such change(s).

7.0 PROGRAM PERFORMANCE/REALLOCATION OF CONTRACT FUNDS

- 7.1 Contractor is required to provide 100% of Services and expend 100% of the Maximum Annual Contract Sum, contracted for and as stated in this Exhibit, Exhibit B (Budget), Exhibit C (Mandated Program Services), and Exhibit S (Performance Requirements Summary Chart).
- 7.2 A new or updated Exhibit B (Budget) and Exhibit C (Mandated Program Services) shall be completed by Contractor and provided to County prior to the beginning of each Fiscal Year.
- 7.3 Contractor's Program performance and spending of Contract Funds of said Program will be evaluated during each Fiscal Year. Services and Contract Funds (see Appendix A (Sample Contract) Exhibit J – Definitions) may be reallocated if Contractor fails to either provide 95% of Services and/or expend 95% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Exhibit B (Budget) and/or Exhibit C (Mandated Program Services).
- 7.4 Contractor's Services and Contract Funds may be reduced and reallocated to other AAA Contractors that are performing and/or expending at a higher level/rate and qualify for increases in its Services and Maximum Annual Contract Sum. Additionally, County, at its discretion, may reduce Contractor's Services and Maximum Annual Contract Sum paid thereon in the following Fiscal Year to more accurately reflect Contractor's level of performance/expenditure.
- 7.5 Contractor acknowledges that this Contract includes Performance Requirements standards that will measure Contractor's performance related to the Program. The PRS Chart (Exhibit S – Performance Requirements Summary Chart) identifies the standards required and the corresponding Acceptable Quality Level that Contractor is responsible for meeting.

8.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 8.1 The California State Department of Aging requires Contractor to establish record procedures that ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Contractor shall ensure the actual date of Service(s) is/are rendered, tracked, documented, and reported.
- 8.2 MIS Data Entry: (see Sub-paragraph 11.1) Contractor shall complete direct data entry into the MIS billing system within ten (10) days of Service delivery. Back-dating of data is not permitted.

- 8.2.1 Client Assessments and Reassessments shall be entered into MIS within fourteen (14) days of their completion according to CDA guidelines.
- 8.2.2 Contractor shall record service delivery in MIS for the actual day(s) Services were delivered.
- 8.2.3 Contractor shall ensure that demographic information such as, but not limited to, address, age, gender, race, ethnicity, poverty status, living arrangement, rural designation and language is completed fully for each Client profile.
- 8.2.4 Contractor shall ensure that all service deliveries for Case Management, Homemaker, and Personal Care are recorded in the MIS by individual consumer, not by consumer groups.
- 8.3 Contractor shall track all Contract Funds and shall provide a comprehensive report of Contract Funds during audits. Such records shall be maintained in accordance with record retention policies outlined in Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).
- 8.4 Contractor shall maintain all records and reports, consistent with Contract, Paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of CSS, or their designee.
- 8.5 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to Supportive Services Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Contract Paragraph 7.5 (Confidentiality); California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

9.0 CUSTOMER SATISFACTION SURVEYS

- 9.1 Contractor shall conduct an annual SSP Performance Requirement Summary Survey (SSP Survey), (see Appendix A (Sample Contract) Exhibit J – Definitions) with SSP Clients to evaluate Program performance. Contractor must forward the original to County designee and shall also keep a copy of the completed surveys on file and accessible to County for review. The results of the surveys will be used by Contractor to make quality improvements in Services provided to all Clients. Contractor may be asked by County to comply with and develop outcome measures.
- 9.2 The SSP Survey shall be disseminated to all SSP Clients each Fiscal Year, and tallied by Contractor during the closeout period.

- 9.3 The SSP Survey is mandatory; however, individual Contractor surveys are optional.

10.0 QUALITY CONTROL PLAN

- 10.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of Service is provided to Clients throughout the term of the Contract. The QCP shall be retained on file at the Contractor's main administrative office, and shall be provided to County immediately upon request. The QCP shall include, but not be limited to, the following:

10.1.1 The method of monitoring Contractor is using to ensure that this Contract's requirements are being met.

10.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

11.0 INFORMATION TECHNOLOGY SYSTEMS

- 11.1 MIS is a computerized data based system that all Contractors are required to use to record service delivery and required SSP Client level information. Contractor is also required to have an internet compatible microcomputer system, internet gateway, and to ensure equipment is in working condition. Contractor shall be responsible for its own data and service delivery input into MIS.

11.1.1 MIS Personnel: Contractor shall assign an employee to have the primary responsibility for Client data into MIS. This person shall be the primary contact person for Client data issues and problems. The individual shall also be assigned a password to log-in and enter Client information. A back-up employee must be designated to act on behalf of the primary MIS contact person in the event of his or her absence.

11.1.1.1 Contractor shall inform the County of the name of the Contractor's MIS employee and back-up employee at the start of this Contract and within two (2) weeks of any reassignment or substitution. Only those Contractor employees who have been designated by Contractor and assigned a password by County shall be allowed to access MIS.

11.1.1.2 Contractor shall ensure that the employee and back-up employee assigned for MIS training are properly trained

to operate MIS and attend all MIS training provided by the AAA, and that MIS operations are in compliance with all applicable regulations.

- 11.2 Contract Management System (CMS): County has developed the Contract Management System Gateway ("System"), an automated system that allows County to electronically administer and manage the work specified in this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by the County.

11.2.1 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include Contract – Exhibit R (Contract Management System – Contractors Gateway Terms and Conditions of Use) instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's noncompliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion under the terms of this Contract or applicable law or regulation.

12.0 UNUSUAL OCCURRENCES OR CRIME

- 12.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies, such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes and unusual occurrences which threaten the welfare, safety or health of Clients, Contractor personnel or visitors to Contractor's facility(ies) shall be reported by the Contractor within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or email.
- 12.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff by filing a police report, and to County by telephone and in writing or email. The Contractor shall also prepare and retain an incident report on file, and shall include a copy of the filed police report. Contractor shall maintain all incident reports in a manner consistent with Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement). The Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

13.0 EMERGENCY AND DISASTER PREPAREDNESS

13.1 Notwithstanding Contractor's and County's contractual objective to provide Services to eligible persons, Contractor shall make Services available to any person impacted by a nationally- or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

13.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained in the event of a disaster or emergency.

13.1.2 Contractor must maintain a registry of SSP Clients for emergency purposes.

13.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in 13.1 to SSP Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g. hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and Subcontractors, for reference before, during, and after such emergency event disruptions.

14.0 LICENSES AND CERTIFICATIONS

14.1 Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable County, State of California, and/or federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder such as Business Licenses, Fire Department Inspection Reports, Certificates of Insurance as indicated in Contract Paragraph 8.24 (General Provisions of All Insurance Coverage) and Paragraph 8.25 (Insurance Coverage), and Health Department Inspection Reports.

14.2 Prior to the execution of this Contract, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to the County's Contract Manager listed in Exhibit E (County's Administration) of the Contract.

15.0 TRAINING

15.1 Contractor is responsible for ensuring its staff, including both employees and volunteers, both existing and new, are properly trained in all areas

related to providing Services for the SSP. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the participants as well as other AAA network contractors.

- 15.2 Contractor shall develop and implement an internal staff training policy, including orientation to all new staff (which shall include employees and volunteers.)
- 15.3 Contractor's Project Director shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County, for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also attend training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Client Services. Failure to attend mandated trainings shall be considered non-compliance with this Contract, and may result in further action pursuant to Paragraph 9.13 (Probation and Suspension), and any other applicable Contract provisions.
- 15.4 Security Awareness Training: Contractor shall ensure that Contractor employees and volunteers who handle personal, sensitive or confidential information relating to the Program complete the Security Awareness Training module located at www.aging.ca.gov within thirty (30) days of the start date of this Contract or within thirty (30) days of the start date of any new employees or volunteers performance under this Contract, and annually as required.

Contractor shall maintain certificates of completions on file and provide them upon request by County or State representatives.

- 15.5 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given advance notice of all scheduled trainings with County. Failure to attend mandated trainings shall be considered non-compliant with this Contract, and may result in further action pursuant to Paragraph 9.13 (Probation and Suspension), and any other applicable Contract provisions.
- 15.6 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a County facility or another site, as determined by the County. Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be

beneficial for the delivery of Client Services, as well as other trainings designated by the AAA.

16.0 MEETINGS

- 16.1 Contractor shall attend all mandated meetings called by County, or authorized designee. Contractor shall be given 3-5 days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings when necessary. Failure to attend mandated meeting shall be considered non-compliance with this Contract, and may result in further action pursuant to Paragraph 9.13 (Probation and Suspension), and any other applicable Contract provisions.
- 16.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a County facility or another site, as determined by the County. Contractor may also choose to attend educational or training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of SSP Client Services, as well as other meetings designated by the AAA.

17.0 COLLABORATIONS

- 17.1 Contractor must form collaborations (see Appendix A (Sample Contract) Exhibit J – Definitions) with County and City of Los Angeles Contractors providing Services funded through the OAA, including other program contractors, and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However, in sharing information with other agencies Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 17.2 Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract; any amendments thereto; and all applicable laws and shall not disclose Client information without written consent from County and the Client.

18.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 18.1 Contractor shall maintain an office in Los Angeles County.
- 18.2 Contractor's office shall be open a minimum of eight (8) hours per day between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding County observed holidays.

- 18.3 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of contracted Services. Contractor shall ensure that availability for SSP Services is appropriate for the demographics associated with the service area (site location).
- 18.4 Contractor shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor's office or site location(s).
 - 18.4.1 Contractor shall include the identity of each designated community focal point as specified in OAA, 42 USC §3026(a)(3)(A). Contractor shall utilize Exhibit F (Contractor's Administration) to identify or update site locations, as needed.
- 18.5 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.
- 18.6 Prior to modifying or terminating Services, or revising hours of service delivery at a previously designated location(s), and before commencing such Services at any other location, Contractor shall obtain written consent of the County, and shall comply with Contract Paragraph 9.9 (Modifications), as applicable.
- 18.7 Safety and Working Conditions
 - 18.7.1 Contractor shall observe all applicable local, State and federal health and safety standards. Contractor shall ensure that all Clients and Contractor employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive Services under conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

19.0 MULTIPURPOSE SENIOR CENTERS

- 19.1 If Contractor operates a Multipurpose Senior Center as defined under Title 42 USC Section 3002, Contractor must adhere to all applicable Los Angeles

County, State of California, and Federal guidelines and regulations, including, but not limited to, Title 22 CCR Sections 7550 – 7562.

- 19.2 If Contractor operates a Multipurpose Senior Center, as noted in 19.1 above, Contractor shall also comply with the provisions contained in the following acts:

19.2.1 Copeland "Anti-Kickback" Act (18 USC 874) (29 CFR Part 3)

19.2.2 Davis-Bacon Act (40 USC 3141-3142) (29 CFR Part 5)

19.2.3 Contract Work Hours and Safety Standard Act (40 USC 327-332) (29 CFR Part 5)

19.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations (41 CFR Part 60)

- 19.3 Contractor acknowledges that when an existing facility has been altered with Contract Funds made available through this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:

19.3.1 Not less than three (3) years from the date this Contract terminates or expires where the amount of the Contract or award of Contract Funds including the non-federal share, does not exceed thirty thousand dollars (\$30,000).

19.3.2 If the amount of award exceeds thirty thousand dollars (\$30,000), the fixed period of time shall not be less than three (3) years from the date the Contract terminates, or expires, and increased one (1) year for each additional ten thousand dollars (\$10,000) or part thereof, to a maximum adjustment factor of seventy five thousand (\$75,000).

19.3.3 For amounts, or award of Contract funds, exceeding seventy five thousand dollars \$75,000, the fixed period of time shall not be less than ten (10) years from the date this Contract expires or terminates.

20.0 GREEN INITIATIVES

- 20.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

- 20.2 Contractor shall notify County's Contract Manager of Contractor's green initiatives prior to commencement of this Contract.

21.0 CONTRACT DOCUMENT DELIVERABLES

- 21.1 Contractor shall complete and submit to County certain documents, which are specified herein, as part of this Contract's deliverables. Upon commencement of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit Contract Document Deliverables in the form and manner that is prescribed by County. These deliverables must be complete (with no missing pages) and legible, and shall include:
- 21.1.1 Contract Compliance Documents (as described in Sub-paragraph 21.3).
 - 21.1.2 Business Forms (as described in Sub-paragraph 21.4)
 - 21.1.3 Reporting Documents (as described in Sub-paragraph 21.5)
- 21.2 Contractor's failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.
- 21.3 Contract Compliance Documents
- 21.3.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents:
 - 21.3.1.1 Business License: When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within local governing authority's jurisdiction, Contractor shall obtain such license to perform the Services outlined in this Contract. The local governing authority may be either the local city government for entities doing business within that city's limits or the County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or certain designated cities). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license.)

- 21.3.1.2 Certificate of Insurance: The certificate shall evidence Contractor's compliance with the insurance requirements outlined in Paragraphs 8.24 (General Provisions for all Insurance Coverage) and 8.25 (Insurance Coverage) of this Contract.
- 21.3.1.3 Fire Department Inspection Report: For each Service site that Client (as defined in Appendix A (Sample Contract) Exhibit J – Definitions) will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by Los Angeles County Fire Department or by Contractor's local fire department, and Contractor shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving such evidence from the fire department.
- 21.3.1.4 Health Department Inspection Report: For each Service site where Contractor provides Services that require an inspection by County of Los Angeles Department of Public Health, Contractor shall annually provide a current copy of such inspection report (which is also known as the Retail Food Official Inspection Report). In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by Department of Public Health. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving such evidence from Department of Public Health.
- 21.3.1.5 Public Health Permit: For every Service site where Contractor provides Services (as defined in Appendix A (Sample Contract) Exhibit J - Definitions) that require a permit issued by County of Los Angeles Department of Public Health, Contractor shall provide a current copy of such permit annually (or upon expiration, as noted on the permit.)

21.4 Business Forms

21.4.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms:

21.4.1.1 Articles of Incorporation: This document, which evidences the legal formation of Contractor's organization, shall reflect Contractor's current legal name; and, County shall use this document as verification of Contractor's name. In the event there are any amendments or addendums to the articles of incorporation, Contractor shall provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

21.4.1.1.1 When Contractor's organization is a local government or a consortium of local governments, Contractor shall provide either a city charter or a joint powers agreement, respectively, in lieu of the articles of incorporation.

21.4.1.2 Board of Directors Resolution: A resolution which provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative (as defined in Appendix A (Sample Contract) Exhibit J – Definitions), who will act on behalf of the Contractor pursuant to Paragraph 8.3 (Authorization Warranty) of this Contract. Such written evidence shall adhere to the following requirements:

21.4.1.2.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g. Board of Supervisors, City Council, etc.) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.

- 21.4.1.2.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract, and any subsequent amendments to this Contract; and, approve and accept Contract Funds (as defined in Appendix A (Sample Contract) Exhibit J – Definitions). In the event that there is a change in Contractor's Authorized Representative, Contractor shall provide County a revised resolution, order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.
- 21.4.1.3 Board of Directors Roster: The roster shall indicate the individuals who comprise Contractor's Board of Directors. In the event that the roster is updated, Contractor shall provide updated roster to County within five (5) days of it being approved or finalized.
- 21.4.1.4 Bylaws: This document shall reflect the internal rules which govern Contractor's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Contractor shall provide such amendments to County within five (5) days of them being approved.
- 21.4.1.5 Complaint Policies and Procedures: Contractor's policies and procedures for receiving, investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Paragraph 8.5 (Complaints) of this Contract.
- 21.4.1.6 Direct Deposit Authorization Form: Document completed by Contractor for purposes of authorizing payment for Services to be received through direct deposit into Contractor's bank account. County shall

provide the form to Contractor upon commencement of Contract.

- 21.4.1.7 Organization Chart: The chart shall provide an outline of the hierarchy, relationships and relative ranks of Contractor's organizational parts and positions/jobs as it relates to the operations of this Contract. In the event that Contractor revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.
- 21.4.1.8 Subcontract (if any): An executed third-party agreement (as defined in Contract Paragraph 8.40 (Subcontracting) and Appendix A (Sample Contract) Exhibit J - Definitions), and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment, and addendum.
- 21.4.1.9 Tax Status Letter: Written documentation that is obtained from the Internal Revenue Service, must evidence Contractor's tax status. When Contractor is a non-profit entity, such evidence must reflect Contractor's tax exempt status. In the event Contractor's tax exempt status changes, Contractor shall provide County a copy of its new status within five (5) days of any change in its tax status.
- 21.4.1.10 Terms and Conditions of Use-User Agreement: Each employee who will access the Contract Management System – Contractor's Gateway shall complete and submit this agreement. Additional information is available in Exhibit R (Contract Management System – Contractor's Gateway Terms and Conditions of Use.)

21.5 Reporting Documents

- 21.5.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents:
 - 21.5.1.1 Cost Allocation Plan: This plan shall adhere to the requirements outlined in Sub-paragraph 6.3 (Cost Allocation Plan for Reimbursement Activities) above.

- 21.5.1.2 Closeout Report: This report shall adhere to the requirements outlined in Sub-paragraph 6.4 (Close-Out Reports) above.
- 21.5.1.3 Program Income Statement Report: This report shall adhere to the requirements outlined in Sub-paragraph 6.5 (Program Income Statement Report) above.
- 21.5.1.4 Other Documents: From time to time, County, or its designee(s) may request other documents relating to Contractor's performance, Work, and/or Services. County shall not be unreasonable in its request and Contractor shall adhere to County's request for such documents.

22.0 OTHER PROVISIONS

22.1 PROGRAM SUPERVISION, MONITORING AND REVIEW

Services hereunder shall be provided by Contractor under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. Contractor agrees to extend to County, to authorized State representatives, and to authorized federal representatives, the right to review and monitor Contractor's facilities, programs, records, or procedures at the discretion of County, State and Federal representatives.

22.2 SOLICITATION OF VOLUNTARY CONTRIBUTIONS

22.2.1 Contractor shall ensure that Clients are not required to contribute to the Program when they are requesting or receiving Services. Solicitation of voluntary contributions may not be coercive. Clients shall not be denied Services based on their inability or unwillingness to contribute.

22.2.1.1 Contractor shall develop a method to enable Clients to voluntarily contribute to the cost of the Program. The following practices pertaining to voluntary contributions/donations and/or share of costs **are not permitted:**

22.2.1.1.1 Requesting Clients to assist in the share of costs to the Program.

22.2.1.1.2 Tracking donations by accounts receivable.

- 22.2.1.1.3 Tracking donations by individual participants.
- 22.2.1.1.4 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.
- 22.2.1.1.5 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.
- 22.2.1.1.6 Compelling a Client to pledge a particular amount as an agreed upon donation.
- 22.2.1.1.7 Using coercion to solicit voluntary contributions.
- 22.2.1.1.8 A donation request should not resemble a billing statement or invoice.
- 22.2.1.1.9 Imposing a suggested contribution rate based on Client's income.
- 22.2.1.2 Contractor shall clearly inform each Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary. Pamphlets and websites must not state that payment is required for Services or state a monetary amount for Services.
- 22.2.1.3 Contractor must have a mechanism in place to ensure that the privacy and confidentiality of each Client is protected whether or not they choose to make a contribution.
- 22.2.1.4 Contractor must establish a procedure for soliciting donations that provides the Client with a confidential method for making donations.
- 22.2.1.5 Volunteers and/or staff at the sign-in table must be trained on the donation policy, emphasizing the confidential nature of any contributions.

- 22.2.1.6 Client contributions received may be used for Services. However, any contributions will not reduce the Contract amount and shall only be used to supplement, not supplant, Program funds.
- 22.2.1.7 Contractor shall establish written procedures to protect contributions and fees from loss or mishandling, and theft. Such all be kept on file at the Contractor's site.
- 22.2.1.8 Contractor shall separate collected contributions from Contract funding. All contributions and fees shall be identified as Program Income and used to increase the number of Clients served, facilitate access, and/or provide supportive services.
- 22.2.1.9 Contributions on hand at the end of each fiscal year may be retained, and shall be recorded separately from grant-related income.
- 22.2.1.10 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution-related records shall be held pursuant to record retention policies outlined in Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement).